

**RESOLUTION NO. 2020-29**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LADUE, MISSOURI A CITY-CONTRACTOR AGREEMENT WITH C&R MECHANICAL COMPANY FOR HVAC QUARTERLY MAINTENANCE AND ON-CALL MAINTENANCE SERVICES.**

**WHEREAS**, the City enters into three-year maintenance service contracts for HVAC quarterly maintenance and on-call maintenance services; and

**WHEREAS**, Public Works staff solicited for bids for such HVAC Services on October 8, 2020 and received five bids by the advertised deadline on October 29, 2020; and

**WHEREAS**, C&R, Inc. submitted the second lowest quarterly maintenance pricing of the five bidders and submitted the competitive hourly rates for regular working hours, overtime and holiday hours which are lower than the rates submitted by the bidder who submitted the lowest quarterly maintenance pricing; and

**WHEREAS**, C&R Mechanical Company provided references which were contacted and provided positive feedback about C&R; and

**WHEREAS**, the City Council now desires and finds it in the best interest of the City to approve the City-Contractor Agreement with C&R Mechanical Company Inc. for HVAC Quarterly Maintenance and On-Call Maintenance Services under a three-year contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes the Mayor to execute on behalf of the City the City-Contractor Agreement between the City of Ladue and C&R Mechanical Company for Quarterly HVAC Maintenance and On-Call Maintenance Services in substantially the form of Exhibit "A" the City-Contractor Agreement incorporated herein by reference ("the Agreement"),

**Section 2.** This Resolution shall take effect and be in force from and after its passage and approval by the Mayor.

**Adopted by the City Council and approved by the Mayor on this \_\_\_\_ day of \_\_\_\_\_ 2020.**

\_\_\_\_\_  
Nancy Spewak, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Rider, City Clerk

**Exhibit A**  
**The Agreement**

## CITY-CONTRACTOR AGREEMENT

THIS CITY CONTRACTOR AGREEMENT (this "Agreement" or "City-Contractor Agreement"), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ having a principal office at \_\_\_\_\_ (the "Contractor"), and the City of Ladue, a Missouri municipal corporation located in St Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

### RECITALS

A. In response to the City requesting bids for *HVAC quarterly maintenance and on call HVAC services* (the "Work"), the Contractor has submitted a certain Bid Sheet in accordance with the Bid Documents to perform the services in accordance with the Notice to Bidders and HVAC quarterly maintenance and on call HVAC services (the "Work").

B. After due consideration, the City has accepted the bid proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents.** The entire agreement between the parties shall consist of this Executed City-Contractor Agreement and, without limitation, the following documents:

- Notice to Bidders
- Completed bid Sheets
- Addendum #1

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference). Unless otherwise stated, to the extent that any terms or provisions within Contractor's Proposal conflicts with the terms or provisions within the City-Contractor Agreement or Notice to Bidders, such terms and provisions within the City-Contractor Agreement or Notice to Bidders shall prevail.

2. **The Work/Contract Sum.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed. The Contract Hourly Sum is \$ straight time, \$ overtime, \$ Holidays/weekends, and \$ total for quarterly maintenance on all buildings, which includes all compensation to Contractor due for the Work. Any additional Work not within the Bid Sheet that is hereinafter approved by the City in writing pursuant shall be completed for the unit prices set forth in the Contract Documents, if applicable.

3. **Attorney Fees' and Costs.** The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

4. **Compliance with Federal, State, and Local Law.** The Contractor shall comply with all applicable federal, state and local law requirements for performance under this Agreement. Contractor shall comply with Section 34.353 RSMo. to the extent applicable to this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

5. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

6. **Other Representations, Warranties, and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

7. **Independent Contractor.** The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

8. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

9. **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

10. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

11. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

12. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13. **Contract Term.** This agreement and pricing shall remain in effect for a period of 3 years beginning on January 1, 2021 and terminating December 31, 2023 with an optional (2) year extension if mutually agreed upon with renegotiated labor rates.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR

CITY OF LADUE, MISSOURI

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attested

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**HVAC Services Bid Tabulation Hourly Rates**  
**City of Ladue 10/29/2020**

HVAC on Call Hourly Rates		Straight Time 7 a.m. – 4 p.m.	Overtime 4 p.m. – 7 a.m.	Holidays Sundays
IFS	2021	\$108.90	\$163.35	\$217.80
	2022	\$112.17	\$168.26	\$224.34
	2023	\$115.54	\$173.31	\$231.08
C&R	2021	\$102.00	\$144.00	\$174.00
	2022	\$104.00	\$145.00	\$178.00
	2023	\$106.00	\$150.00	\$181.00
DEKA Service	2021	\$98.00	\$118.00	\$145.00
	2022	\$101.00	\$122.00	\$149.00
	2023	\$104.00	\$126.00	\$154.00
Wiegmann Associates	2021	\$98.00	\$147.00	\$196.00
	2022	\$100.50	\$151.00	\$201.00
	2023	\$103.00	\$154.50	\$206.00
Murphy	2021	\$116.00	\$171.00	\$207.00
	2022	\$119.00	\$175.00	\$213.00
	2023	\$122.00	\$179.00	\$215.00

**HVAC Services Bid Tabulation Quarterly Service Rates**  
**City of Ladue 10/29/20**

Quarterly Routine HVAC Maintenance for All City Buildings

IFS	2021	\$2,738.00
	2022	\$2,822.00
	2023	\$2,907.00
C&R	2021	\$2,905.00
	2022	\$2,905.00
	2023	\$2,905.00
DEKA Service	2021	\$3,183.25
	2022	\$3,262.75
	2023	\$3,344.00
Wiegmann	2021	\$6,261.00
	2022	\$6,418.00
	2023	\$6,578.00
Murphy	2021	\$3,160.00
	2022	\$3,222.00
	2023	\$3,288.00

## BID SHEETS - CITY OF LADUE

Please print legibly or type except where signature is required.

Bids are due by 10:00 a.m. on Thursday, October 29, 2020

### Bid Proposal for general routine maintenance as specified

#### 2021 Quarterly Maintenance

1. City Hall	\$ 380. <sup>00</sup> / quarterly
2. Building Department	\$ 490. <sup>00</sup> / quarterly
3. Public Works Department	\$ 485. <sup>00</sup> / quarterly
4. Police Department	\$ 730. <sup>00</sup> / quarterly
5. Fire House #1: 9213 Clayton Rd	\$ 360. <sup>00</sup> / quarterly
6. Fire House #2: 9911 Clayton Rd	\$ 460. <sup>00</sup> / quarterly
TOTAL QUARTERLY RATE FOR ALL SERVICES	\$ 2,905. <sup>00</sup> / quarterly

#### 2022 Quarterly Maintenance

1. City Hall	\$ 550. <sup>00</sup> / quarterly
2. Building Department	\$ 150. <sup>00</sup> / quarterly
3. Public Works Department	\$ 485. <sup>00</sup> / quarterly
4. Police Department	\$ 720. <sup>00</sup> / quarterly
5. Fire House #1: 9213 Clayton Rd	\$ 360. <sup>00</sup> / quarterly
6. Fire House #2: 9911 Clayton Rd	\$ 460. <sup>00</sup> / quarterly
TOTAL QUARTERLY RATE FOR ALL SERVICES	\$ 2,725. <sup>00</sup> / quarterly



2023 Quarterly Maintenance

1. City Hall	<u>\$ 380.<sup>00</sup> / quarterly</u>
2. Building Department	<u>\$ 490.<sup>00</sup> / quarterly</u>
3. Public Works Department	<u>\$ 485.<sup>00</sup> / quarterly</u>
4. Police Department	<u>\$ 730.<sup>00</sup> / quarterly</u>
5. Fire House #1: 9213 Clayton Rd	<u>\$ 360.<sup>00</sup> / quarterly</u>
6. Fire House #2: 9911 Clayton Rd	<u>\$ 460.<sup>00</sup> / quarterly</u>
TOTAL QUARTERLY RATE FOR ALL SERVICES	<u>\$ 2,905.<sup>00</sup> / quarterly</u>

Bid Proposal for hourly labor rates including service call and truck for maintenance

2021

<u>\$ 102</u> per hr straight time 7 a.m. - 4 p.m.	} Truck charge waived
<u>\$ 144</u> per hr overtime 4 p.m. - 7 a.m.	
<u>\$ 174</u> per hr Holidays and Sundays	

2022

<u>\$ 104</u> per hr straight time 7 a.m. - 4 p.m.	} Truck charge waived
<u>\$ 145</u> per hr overtime 4 p.m. - 7 a.m.	
<u>\$ 174</u> per hr Holidays and Sundays	

2023

\$ 106 per hr straight time 7 a.m. - 4 p.m.

\$ 150 per hr overtime 4 p.m. - 7 a.m.

\$ 181 per hr Holidays and Sundays

Truck charge waived

References

List 3 entities with contact names for projects done within the last 2 years.

Company/Municipality Contact Name	Address	Phone
City of Hazelwood	415 Elm Grove Ln Hazelwood, MO	David Stewart 314-513-5030
Webster University	470 E. Lockwood Ave. Webster Groves MO	Carl Morales 314-246-6904
City of St. Louis	1200 Market St. St. Louis, MO	David Cleveland 314-622-4635

Bidder Information

Company Name T R R Mechanical Company

Contact Person Kevin Bollman

Address 12825 Pennridge Drive

City Bridgeton State Missouri Zip 63044

Phone 314-477-7430 Email kballman@trrmecanical.com

Signature T. McFall Date 10/24/20

Todd McFall, Vice President

# CITY OF LADUE

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## Public Works

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### NOTICE TO BIDDERS: October 8, 2020

The City of Ladue, Missouri is accepting bids for all HVAC quarterly maintenance along with other HVAC services as needed in all City owned buildings.

#### **SCOPE OF WORK**

Provide all HVAC quarterly maintenance and on call repair service to the following City owned buildings. See attached specification sheets.

City Hall	9345 Clayton Rd
Building Department	9345 Clayton Rd
Public Works Department	9345 Clayton Rd
Police Department	9345 Clayton Rd
Fire Department #1	9213 Clayton Rd
Fire Department #2	9211 Clayton Rd

#### **BID SUBMITTAL**

A pre-bid walkthrough will be required and will be done individually by appointment only. Masks are required in all City buildings. Please contact Scot Bollinger to set up an appointment. 314-993-5665 or [sbollinger@cityofladue-mo.gov](mailto:sbollinger@cityofladue-mo.gov)

Bids will be accepted at the Ladue Public Works Building located at 9345 Clayton Road, Ladue MO 63124, until 10:00 am on Thursday October 29, 2020 or bids can be emailed to [sbollinger@cityofladue-mo.gov](mailto:sbollinger@cityofladue-mo.gov)

Bids must be submitted on the forms provided and signed by an authorized officer of the company. No partial or incomplete bids will be accepted.

## **Scope of Work Specifications for HVAC Mechanical System Maintenance**

- City Hall
- Building Department
- Public Works Department
- Police Department
- Fire Department House #1
- Fire Department House #2

### **I. Air Cooled Condensing Unit Maintenance Requirements Bi-Annual Inspection**

1. Inspect the condenser motor mounts & tighten
2. Lubricate the condenser motor bearings as per mfg's specifications
3. Inspect fan blade for cracks or stress fractures
4. Check the condenser coil for refrigerant leaks
5. Wash the condenser coil to remove cottonwood, dirt & debris
6. Inspect the contactors
7. Tighten the electrical connections
8. Check the refrigerant operating charge
9. Check the operating temperatures
10. Check compressor crankcase heater operation
11. Inspect compressor for oil & refrigerant leaks
12. Check for abnormal vibration and noise
13. Inspect for any burnt electrical wiring
14. Check the electrical service disconnect for proper on/off operation

### **II. Air Handler/Gas Fired Furnace Quarterly Inspection**

1. Inspect and clean the condensate drain pan & drain line
2. Change the return air filters
3. Check the blower drive belt
4. Inspect the motor sheave and drive pulley for wear/grooving
5. Check the blower motor amperage draw
6. Verify proper motor rotation
7. Inspect the contactors

8. Inspect the blower wheel for dirt debris
9. Lubricate shaft and motor bearings per mfg's specifications
10. Inspect the evaporator coils
11. Check the evaporator coils for refrigerant leaks
12. Clean the evaporator coils as required
13. Inspect the heat exchangers for integrity, cracks, rust & corrosion
14. Inspect the burner operating & safety controls
15. Check for abnormal vibration and noise
16. Check the electrical service disconnect for proper on/off operation

### **III. Infrared Heaters**

#### **Bi-Annual Inspection**

1. Clean the blower wheel
2. Lubricate the motor as per the mfg's specifications
3. Inspect the ignition components & gas valves & verify proper operation
4. Inspect the reflectors & burner tube

### **IV. Gas Fired Boiler Building Department**

#### **BI-Annual Inspection**

1. Inspect burner flame shape & composition
2. Perform burner combustion test and flue gas analysis
3. Check for proper draft
4. Inspect burner nozzles/orifices
5. Adjust & calibrate the air/fuel ratio as necessary
6. Clean the ignitors and pilot burner
7. Inspect the boiler section for water leaks
8. Check for proper water level
9. Verify proper water treatment is being performed
10. Perform operational tests & calibrations of:
  - Control sequences
  - High temperature safety limit
  - Flame failure control
  - High/low fuel pressure
  - Low water blow down
  - Ensure the relief valve is functioning using lever test

11. Inspect the gas train for the following:

- Check the operation of the safety controls
- Check the main gas valve for proper operation
- Inspect the gas train for any gas leaks
- Check the operation of the gas shut off valve

12. Inspect the gauges and instruments for proper operation

**V. In-Line Hot Water Circulating Pump  
Bi-Annual Inspection**

1. Inspect the mounting brackets and bolts
2. Lubricate the motor & pump bearings as per the mfg's specifications
3. Check the impeller for abnormal noise or vibration
4. Inspect coupling for proper alignment and wear
5. Inspect the shaft
6. Inspect the packings and seals for leaks
7. Check motor amperage draw
8. Inspect the electrical wiring, connections, contactors relays and controls
9. Inspect and clean the water strainers
10. Inspect the pressure gauges and verify that they are operating correctly
11. Inspect the thermometers and verify temperature accuracy

**VI. Water Cooled Self Contained Unit  
Quarterly Inspection**

1. Inspect and clean the condensate drain pan & drain line
2. Verify that air and water flow rates are at the proper levels
3. Check superheat & sub-cooling temperature ranges per mfg's specifications
4. Check the amperage draw on the compressor and blower motor
5. Clean the evaporator coil as necessary
6. Check the inlet & outlet of the water-cooled condenser to check for fouling

**VII. Annual Inspection of all hot water heaters which should include the following**

1. Inspect water heater and record condition
2. Visually inspect water heater for possible leaks
3. Check drain-cock for leakage
4. Check thermal and pressure relief valve for leakage

5. Check clearance around water heater
6. Check condition of cold and hot water shut-off valves on water heater
7. Check burner pilot light for clean efficient flame. Clean if necessary
8. Check temperature control valve setting
9. Check flue pipe condition. Look for rust and rot
10. Check flue draft

**VIII. Number of AC units/Furnace/Splits/Boilers units per location. All AC units have both indoor air handlers and outdoor condensers. Units listed as furnaces are furnace only.**

Public Works Office	2 AC	1 Furnace	
City Hall	5 AC	1 Split	
Building Department	4 AC	1 Furnace	1Boiler
Fire Department House #1	5 AC		
Fire Department House #2	6 AC	1 Combo	
Police Department	1 AC	3 Splits+1	1Boiler

**Infrared Heater Locations**

Public Works Buildings A, B, C  
 Fire House 1 Engine Room  
 Fire House 2 Engine Room

**IX. Number of hot water heaters per location**

Public Works	2	1 in Building A, 1 in Building B
City Hall	1	
Building Department	1	
Fire Department House #1	1	
Fire Department House #2	1	
Police Department	1	

## **Mechanical System Maintenance Ladue Police Department**

### **I Packaged Hot Water Boiler**

#### **Annual Inspection**

1. Inspect the interior of the boiler; clean and vacuum dirt and soot.
2. Clean condensate Trap and fill with fresh water.
3. Check piping for leaks (water, gas, flue, and condensate).
4. Check system water pressure and expansion tank.
5. Check and verify control settings.
6. Check ignition and flame sensing electrodes, clean and reposition.
7. Perform controls and performance verification as recommended for boiler in installation and Operation Manual.
8. Test automatic fill and make-up water system

#### **Quarterly Inspection**

9. Check Relief Valve.
10. Check intake and vent termination screens.
11. Test low water Cut-off.
12. Check operating and safety controls.
13. Check condensate drain.

### **II Pumps**

#### **Annual Start-Up Inspection (Annual)**

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Tighten all nuts and bolts, check motor mounts and vibration pads.
4. Visually check pumps alignment and coupling.
5. Check motor operation and amp draw. Check for noise and vibration
6. Inspect electrical connections, contactors, starters, relays, and controls
7. Check and clean strainers.
8. Check manual valves and balancing valves.
9. Inspect mechanical pump seal.
10. Check pressure gauges and verify accuracy.
11. Check thermometers and verify accuracy.



### **Mid-Year Inspection**

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Check suction and discharge pressures. Clean strainers
4. Inspect mechanical pump seal.
5. Check motor operation and amp draw. Check for noise and vibration.
6. Inspect electrical connections, contractors, starters, relays, and controls.

## **III. Air Handling Unit & Return Fan**

### **Quarterly Inspection**

1. Clean condensate drain pan and drain line.
2. Check air filters.
3. Change filters with Owner's Approval.
4. Check blower and belt.
5. Check blower motor amp draw.
6. Lubricate bearings as recommended by the manufacturer.
7. Check motor starter and operating controls.
8. Check and adjust dampers and linkages.
9. Check for vibration and noise.
10. Check condition of cooling and/or heating coils.
11. Clean coils as required.
12. Check for rust and corrosion.
13. Check for vibration and noise.
14. Check pulleys for wear and balance.

## **IV. Roof Mounted Exhaust Fans**

### **Annual Inspection**

1. Lubricate motor and fan bearings as required.
2. Check belts condition and alignment.
3. Check pulleys for wear and balance.
4. Check fan wheel for debris.
5. Check and clean outlet bird screens.
6. Check rotation of fan.
7. Tighten all nuts and bolts.
8. Inspect electrical connections, fuses, contactors, time clock and relays.

9. Check operating controls and time Clock settings
10. Cycle fan. Check for noise or vibration.
11. Check linkage and function of any dampers.
12. Check curb and flashing 'for possible leakage

## **V. Air Cooled Condensing Unit**

### **Bi-Annual**

1. Remove all debris around unit and clean condenser coil.
2. Visually check for refrigerant leaks
3. Check compressor crankcase heater operation
4. Check for vibration and noise
5. Inspect electrical connections, contactors, relays operating and safety controls
6. Check refrigerant charge and operating conditions
7. Check condenser fan, blades, amp draw, and lubricate
8. Cycle on thermostat

**A brief summary including the work performed, date, and location shall be submitted with each department's quarterly invoice.**

**CITY OF  
LADUE**

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**Public Works**

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**Addendum #1  
City of Ladue HVAC Maintenance**

Date of Addendum 10/19/20

Date of Original Solicitation 10/8/20

**Revised scope of work**

Under VIII the number of units listed for City Hall is 5 AC units with both indoor air handlers and outdoor condensers. There are (5) indoor air handlers however there are only (3) outdoor condensers 2 of which are commercial split systems.